

Vendor to provide all tools, materials and labor necessary to repair damages to a Pole Shed and Storage Room for the State of Louisiana, Department of Agriculture & Forestry, 10221 Williams Drive, Clinton, LA 70821.

Scope of Work:

Pole Shed

Remove and Replace Metal Roofing	948 Square Feet
Remove and Replace 4' x 4" square wood posts (1.33 BF per LF)	72 Linear Feet
Remove and Replace 2' x 4" lumber (.667 BF per LF)	416 Linear Feet
Remove and Replace 2" x 6" lumber (1BF per LF)	504 Linear Feet
Remove and Replace 2" x 8" lumber (1.33 BF per LF)	96 Linear Feet

Storage Room

Demolition of damaged Storage Room

Notes:

Contractor will be required to clean up the jobsite at the end of each day. Upon completion of the project the contractor will be required to clean up the site to the Department's satisfaction.

A waste disposal container will be required to dispose of construction debris and shall be removed prior to acceptance of work.

**BID DELIVERY INSTRUCTIONS FOR LOUISIANA DEPARTMENT OF
AGRICULTURE & FORESTRY
LAFA**

Bids may be mailed through the U.S. Postal Service or delivered by hand courier service to:

Louisiana Department of Agriculture & Forestry
Louisiana Agricultural Finance Authority
Procurement Section
Suite 1000
5825 Florida Blvd.
Baton Rouge, LA 70806

Or

Bidder may fax bid to Jennifer Bello at 225-237-5676

Or

Bidder may email bid to Jennifer Bello at jbello@ldaf.state.la.us

Bidder is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. The Louisiana Department of Agriculture & Forestry is not responsible for any delays caused by the bidder's chosen means of bid delivery. Bidder is solely responsible for the timely delivery of its bid. Failure to meet the bid opening date & time shall result in rejection of the bid.

Please State Estimated Number of Days for Completion of Project:

Terms and Conditions: This solicitation contains all terms and conditions with respect to the commodities herein. Any vendor contracts, forms, terms or other materials submitted with bid may cause bid to be rejected.

Vendor's Forms: The Purchase Order is the only binding document to be issued against this contract. Signing of vendor's forms is not allowed.

Acceptance: Unless otherwise specified, bids on this contract will be assumed to be firm for acceptance for a minimum of sixty (60) days. If accepted, prices must be firm for the specified period.

Payment: Payment will be made on the basis of unit price as listed on the purchase order. Such price and payment will constitute full compensation for the contract.

Cancellation: The State of Louisiana reserves the right to cancel this contract with thirty (30) days written notice.

Controversies: Any claims or controversies associated with the contract issued as a result of this solicitation will be resolved in accordance with the Louisiana Procurement Code, R.S. 39:1673.

Late Payments: Late payments; if any shall be paid in accordance with R.S. 39:1695.

Certification of No Suspension or Debarment: By signing and submitting any bid for \$25,000 or more, the bidder certifies that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements of OMB Circular A-133.

A list of parties who have been suspended or debarred can be viewed via the internet at www.sam.gov.

Compliance with Civil Rights Laws: By submitting and signing this solicitation, the bidder agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and bidder agrees to abide by the requirements of the Americans With Disabilities Act of 1990. Bidder agrees not to discriminate in its employment practices, and will render services under any contract entered into as a result of this solicitation, without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by bidder, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of any contract entered into as a result of this solicitation.

Mandatory Jobsite Visit:

A mandatory jobsite visit is required and shall be conducted prior to submitting a bid at Clinton Pole Shed, 10221 Williams Drive, Clinton, LA 70821.

Before submitting bids, bidders must inspect the proposed site and acquaint themselves with all of the conditions under which the work will be done. No additional compensation will be granted because of unusual difficulties which may be encountered in the execution of any portion of the work.

Vendor must inspect job site to verify measurements and/or amount of supplies needed prior to bidding. If vendor finds conditions that disagree with the physical lay-out as described in this bid, or other features of the specifications that appear to be in error, the same shall be brought to the attention of the LAFA Procurement personnel prior to bid opening.

Permits, Licenses and Laws:

The contractor shall furnish all necessary permits, licenses, and certificates and comply with all laws or ordinances applicable to the locality of the job site and the State of Louisiana.

General Requirements:

The bidder agrees that this bid shall be good for a period of sixty (60) days.

If bidding other than specified, sufficient information should be enclosed with the bid in order to determine quality, suitability, and compliance with the specifications.

Literature and/or specifications must be submitted upon request; if requested, literature and/or specifications must be submitted within seven (7) days.

Bidder should indicate either their compliance with each stated specification requirement, or their proposed specification. Failure to indicate any deviations will be interpreted to mean bidder is furnishing exactly as specified.

******* JOBSITE VISIT*****:**

VENDOR SHALL INSPECT JOBSITE TO VERIFY MEASUREMENTS, EQUIPMENT, AND/OR AMOUNT OF SUPPLIES NEEDED PRIOR TO BIDDING. IF VENDOR FINDS CONDITIONS THAT DISAGREE WITH THE PHYSICAL LAYOUT AS DESCRIBED IN THE SOLICITATION, OR OTHER FEATURES OF THE SPECIFICATIONS THAT APPEAR TO BE IN ERROR, SAME SHALL BE BROUGHT TO THE ATTENTION OF THE LOUISIANA DEPARTMENT OF AGRICULTURE & FORESTRY PROCUREMENT OFFICE IMMEDIATELY.

VENDOR MAY CONTACT ERIC CLARK AT 225-721-0078 OR BY EMAIL: ECLARK@LDAF.STATE.LA.US FOR ADDITIONAL JOBSITE VISIT INFORMATION.

JOBSITE VISIT IS MANDATORY FAILURE TO COMPLY WILL ELIMINATE YOUR BID FROM AWARD CONSIDERATION.

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THIS SIGNED STATEMENT CERTIFIES THAT THE VENDOR NAMED BELOW HAS VISITED THE JOBSITE AND IS FAMILIAR WITH ALL CONDITIONS SURROUNDING FULFILLMENT OF THE SPECIFICATIONS FOR THIS PROJECT.

VENDOR'S COMPANY NAME

DEPARTMENT OF AGRICULTURE & FORESTRY

VENDOR REP'S NAME (PRINTED)

AGENCY REP'S NAME (PRINTED)

VENDOR'S SIGNATURE

AGENCY'S SIGNATURE

DATE

INSURANCE REQUIREMENTS FOR CONTRACTORS:

THE CONTRACTOR SHALL PURCHASE AND MAINTAIN FOR THE DURATION OF THE CONTRACT INSURANCE AGAINST CLAIMS FOR INJURIES TO PERSONS OR DAMAGES TO PROPERTY WHICH MAY ARISE FROM OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK HEREUNDER BY THE CONTRACTOR, ITS AGENTS, REPRESENTATIVES, EMPLOYEES OR SUBCONTRACTORS.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE

1. WORKERS COMPENSATION

WORKERS COMPENSATION INSURANCE SHALL BE IN COMPLIANCE WITH THE WORKERS COMPENSATION LAW OF THE STATE OF THE CONTRACTOR'S HEADQUARTERS. EMPLOYERS LIABILITY IS INCLUDED WITH A MINIMUM LIMIT OF \$500,000 PER ACCIDENT/PER DISEASE/PER EMPLOYEE. IF WORK IS TO BE PERFORMED OVER WATER AND INVOLVES MARITIME EXPOSURE, APPLICABLE LHWCA, JONES ACT, OR OTHER MARITIME LAW COVERAGE SHALL BE INCLUDED AND THE EMPLOYERS LIABILITY LIMIT INCREASED TO A MINIMUM OF \$1,000,000. A.M. BEST'S INSURANCE COMPANY RATING REQUIREMENT MAY BE WAIVED FOR WORKERS COMPENSATION COVERAGE ONLY.

2. COMMERCIAL GENERAL LIABILITY

COMMERCIAL GENERAL LIABILITY INSURANCE, INCLUDING PERSONAL AND ADVERTISING INJURY LIABILITY, SHALL HAVE A MINIMUM LIMIT PER OCCURRENCE OF \$1,000,000 AND A MINIMUM GENERAL AGGREGATE OF \$2,000,000. THE INSURANCE SERVICES OFFICE (ISO) COMMERCIAL GENERAL LIABILITY OCCURRENCE COVERAGE FORM CG 00 01 (CURRENT FORM APPROVED FOR USE IN LOUISIANA), OR EQUIVALENT, IS TO BE USED IN THE POLICY. CLAIMS-MADE FORM IS UNACCEPTABLE.

3. AUTOMOBILE LIABILITY

AUTOMOBILE LIABILITY INSURANCE SHALL HAVE A MINIMUM COMBINED SINGLE LIMIT PER OCCURRENCE OF \$1,000,000. ISO FORM NUMBER CA 00 01 (CURRENT FORM APPROVED FOR USE IN LOUISIANA), OR EQUIVALENT, IS TO BE USED IN THE POLICY. THIS INSURANCE SHALL INCLUDE THIRD-PARTY BODILY INJURY AND PROPERTY DAMAGE LIABILITY FOR OWNED, HIRED AND NON-OWNED AUTOMOBILES.

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

ANY DEDUCTIBLES OR SELF-INSURED RETENTIONS MUST BE DECLARED TO AND ACCEPTED BY THE AGENCY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL

DEDUCTIBLES AND SELF-INSURED RETENTIONS.

C. OTHER INSURANCE PROVISIONS

THE POLICIES ARE TO CONTAIN, OR BE ENDORSED TO CONTAIN, THE FOLLOWING PROVISIONS:

1. GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGES

- A. THE AGENCY, it's OFFICERS, AGENTS, EMPLOYEES AND VOLUNTEERS SHALL BE NAMED AS AN ADDITIONAL INSURED AS REGARDS NEGLIGENCE BY THE CONTRACTOR. ISO FORM CG 20 10 (CURRENT FORM APPROVED FOR USE IN LOUISIANA), OR EQUIVALENT, IS TO BE USED WHEN APPLICABLE. THE COVERAGE SHALL CONTAIN NO SPECIAL LIMITATIONS ON THE SCOPE OF PROTECTION AFFORDED TO THE AGENCY.
- B. THE CONTRACTOR'S INSURANCE SHALL BE PRIMARY AS RESPECTS THE AGENCY, ITS OFFICERS, AGENTS, EMPLOYEES AND VOLUNTEERS. ANY INSURANCE OR SELF- INSURANCE MAINTAINED BY THE AGENCY SHALL BE EXCESS AND NON-CONTRIBUTORY OF THE CONTRACTOR'S INSURANCE.
- C. ANY FAILURE OF THE CONTRACTOR TO COMPLY WITH REPORTING PROVISIONS OF THE POLICY SHALL NOT AFFECT COVERAGE PROVIDED TO THE AGENCY, ITS OFFICERS, AGENTS, EMPLOYEES AND VOLUNTEERS.

2. WORKERS COMPENSATION AND EMPLOYERS LIABILITY COVERAGE

THE INSURER SHALL AGREE TO WAIVE ALL RIGHTS OF SUBROGATION AGAINST THE AGENCY, ITS OFFICERS, AGENTS, EMPLOYEES AND VOLUNTEERS FOR LOSSES ARISING FROM WORK PERFORMED BY THE CONTRACTOR FOR THE AGENCY.

3. ALL COVERAGES

- A. COVERAGE SHALL NOT BE CANCELED, SUSPENDED, OR VOIDED BY EITHER PARTY (THE CONTRACTOR OR THE INSURER) OR REDUCED IN COVERAGE OR IN LIMITS EXCEPT AFTER 30 DAYS WRITTEN NOTICE HAS BEEN GIVEN TO THE AGENCY. TEN-DAY WRITTEN NOTICE OF CANCELLATION IS ACCEPTABLE FOR NON-PAYMENT OF PREMIUM. NOTIFICATIONS SHALL COMPLY WITH THE STANDARD CANCELLATION PROVISIONS IN THE CONTRACTOR'S POLICY.
- B. NEITHER THE ACCEPTANCE OF THE COMPLETED WORK NOR THE PAYMENT THEREOF SHALL RELEASE THE CONTRACTOR FROM THE OBLIGATIONS OF THE INSURANCE REQUIREMENTS OR INDEMNIFICATION AGREEMENT.

C. THE INSURANCE COMPANIES ISSUING THE POLICIES SHALL HAVE NO RECOURSE AGAINST THE AGENCY FOR PAYMENT OF PREMIUMS OR FOR ASSESSMENTS UNDER ANY FORM OF THE POLICIES.

D. ANY FAILURE OF THE CONTRACTOR TO COMPLY WITH REPORTING PROVISIONS OF THE POLICY SHALL NOT AFFECT COVERAGE PROVIDED TO THE AGENCY, ITS OFFICERS, AGENTS, EMPLOYEES AND VOLUNTEERS.

D. ACCEPTABILITY OF INSURERS

ALL REQUIRED INSURANCE SHALL BE PROVIDED BY A COMPANY OR COMPANIES LAWFULLY AUTHORIZED TO DO BUSINESS IN THE JURISDICTION IN WHICH THE PROJECT IS LOCATED. INSURANCE SHALL BE PLACED WITH INSURERS WITH AN A.M. BEST'S RATING OF A-: VI OR HIGHER. THIS RATING REQUIREMENT MAY BE WAIVED FOR WORKERS COMPENSATION COVERAGE ONLY. IF AT ANY TIME AN INSURER ISSUING ANY SUCH POLICY DOES NOT MEET THE MINIMUM A.M. BEST RATING, THE CONTRACTOR SHALL OBTAIN A POLICY WITH AN INSURER THAT MEETS THE A.M. BEST RATING AND SHALL SUBMIT ANOTHER CERTIFICATE OF INSURANCE AS REQUIRED IN THE CONTRACT.

E. VERIFICATION OF COVERAGE

CONTRACTOR SHALL FURNISH THE AGENCY WITH CERTIFICATES OF INSURANCE REFLECTING PROOF OF REQUIRED COVERAGE. THE CERTIFICATES FOR EACH INSURANCE POLICY ARE TO BE SIGNED BY A PERSON AUTHORIZED BY THAT INSURER TO BIND COVERAGE ON ITS BEHALF. THE CERTIFICATES ARE TO BE RECEIVED AND APPROVED BY THE AGENCY BEFORE WORK COMMENCES AND UPON ANY CONTRACT RENEWAL THEREAFTER.

IN ADDITION TO THE CERTIFICATES, CONTRACTOR SHALL SUBMIT THE DECLARATIONS PAGE AND THE CANCELLATION PROVISION ENDORSEMENT FOR EACH INSURANCE POLICY. THE AGENCY RESERVES THE RIGHT TO REQUEST COMPLETE CERTIFIED COPIES OF ALL REQUIRED INSURANCE POLICIES AT ANY TIME.

UPON FAILURE OF THE CONTRACTOR TO FURNISH, DELIVER AND MAINTAIN SUCH INSURANCE AS ABOVE PROVIDED, THIS CONTRACT, AT THE ELECTION OF THE AGENCY, MAY BE SUSPENDED, DISCONTINUED OR TERMINATED. FAILURE OF THE CONTRACTOR TO PURCHASE AND/OR MAINTAIN ANY REQUIRED INSURANCE SHALL NOT RELIEVE THE CONTRACTOR FROM ANY LIABILITY OR INDEMNIFICATION UNDER THE CONTRACT.

F. SUBCONTRACTORS

CONTRACT SHALL INCLUDE ALL SUBCONTRACTORS AS INSURED UNDER ITS POLICIES OR SHALL BE RESPONSIBLE FOR VERIFYING AND MAINTAINING THE CERTIFICATES PROVIDED BY EACH SUBCONTRACTOR. SUBCONTRACTORS SHALL BE SUBJECT TO ALL OF THE REQUIREMENTS STATED HEREIN. THE AGENCY RESERVES THE RIGHT TO REQUEST COPIES OF SUBCONTRACTOR'S CERTIFICATES AT ANY TIME.

G. WORKERS COMPENSATION INDEMNITY

IN THE EVENT CONTRACTOR IS NOT REQUIRED TO PROVIDE OR ELECTS NOT TO PROVIDE WORKERS COMPENSATION COVERAGE, THE PARTIES HEREBY AGREE THAT CONTRACTOR, ITS OWNERS, AGENTS AND EMPLOYEES WILL HAVE NO CAUSE OF ACTION AGAINST, AND WILL NOT ASSERT A CLAIM AGAINST, THE STATE OF LOUISIANA, ITS DEPARTMENTS, AGENCIES, AGENTS AND EMPLOYEES AS AN EMPLOYER, WHETHER PURSUANT TO THE LOUISIANA WORKERS COMPENSATION ACT OR OTHERWISE, UNDER ANY CIRCUMSTANCE. THE PARTIES ALSO HEREBY AGREE THAT THE STATE OF LOUISIANA, ITS DEPARTMENTS, AGENCIES, AGENTS AND EMPLOYEES SHALL IN NO CIRCUMSTANCE BE, OR CONSIDERED AS, THE EMPLOYER OR STATUTORY EMPLOYER OF CONTRACTOR, ITS OWNERS, AGENTS AND EMPLOYEES. THE PARTIES FURTHER AGREE THAT CONTRACTOR IS A WHOLLY INDEPENDENT CONTRACTOR AND IS EXCLUSIVELY RESPONSIBLE FOR ITS EMPLOYEES, OWNERS, AND AGENTS. CONTRACTOR HEREBY AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD THE STATE OF LOUISIANA, ITS DEPARTMENTS, AGENCIES, AGENTS AND EMPLOYEES HARMLESS FROM ANY SUCH ASSERTION OR CLAIM THAT MAY ARISE FROM THE PERFORMANCE OF THIS CONTRACT.

H. INDEMNIFICATION/HOLD HARMLESS AGREEMENT

CONTRACTOR AGREES TO PROTECT, DEFEND, INDEMNIFY, SAVE, AND HOLD HARMLESS, THE STATE OF LOUISIANA, ALL STATE DEPARTMENTS, AGENCIES, BOARDS AND COMMISSIONS, ITS OFFICERS, AGENTS, SERVANTS, EMPLOYEES, AND VOLUNTEERS, FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, EXPENSES, AND LIABILITY ARISING OUT OF INJURY OR DEATH TO ANY PERSON OR THE DAMAGE, LOSS OR DESTRUCTION OF ANY PROPERTY WHICH MAY OCCUR, OR IN ANY WAY GROW OUT OF, ANY ACT OR OMISSION OF CONTRACTOR, ITS AGENTS, SERVANTS, AND EMPLOYEES, OR ANY AND ALL COSTS, EXPENSES AND/OR ATTORNEY FEES INCURRED BY CONTRACTOR AS A RESULT OF ANY CLAIMS, DEMANDS, SUITS OR CAUSES OF ACTION, EXCEPT THOSE CLAIMS, DEMANDS, SUITS, OR CAUSES OF ACTION ARISING OUT OF

THE NEGLIGENCE OF THE STATE OF LOUISIANA, ALL STATE DEPARTMENTS, AGENCIES, BOARDS, COMMISSIONS, ITS OFFICERS, AGENTS, SERVANTS, EMPLOYEES AND VOLUNTEERS.

CONTRACTOR AGREES TO INVESTIGATE, HANDLE, RESPOND TO, PROVIDE DEFENSE FOR AND DEFEND ANY SUCH CLAIMS, DEMANDS, SUITS, OR CAUSES OF ACTION AT ITS SOLE EXPENSE AND AGREES TO BEAR ALL OTHER COSTS AND EXPENSES RELATED THERETO, EVEN IF THE CLAIMS, DEMANDS, SUITS, OR CAUSES OF ACTION ARE GROUNDLESS, FALSE OR FRAUDULENT.

I. THIRD PARTY BENEFICIARIES

BOTH BIDDER/CONTRACTOR AND THE STATE UNDERSTAND AND AGREE THAT THE TERMS AND CONDITIONS OF THIS CONTRACT ARE NOT INTENDED TO NOR DO THEY CONFER ANY RIGHTS, BENEFITS, OR REMEDIES UPON ANY PERSON OR ENTITY OTHER THAN THE PARTIES HERETO.

